

Appendix C  
Interlocal Agreements with Participating Cities

INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling, and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE  
AS FOLLOWS:

1. Definitions. For purposes of this Interlocal

Agreement, the following definitions shall apply.

1.1 "Certain solid waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means the city or town located within Clark County executing this Interlocal Agreement.

1.3 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.4 "County" means Clark County, Washington.

1.5 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States

Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

1.7 "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For calendar years 1992 through 2011, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in the City.

4. City Designation of County System for Solid Waste Disposal. The City shall designate the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. This designation of

the County System shall continue in full force and effect for calendar years 1992 through 2011. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

5. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

6. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan.

7. Contracts with Vendors; No City Obligation.

7.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's designation of the County as the entity with

responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

7.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

8. Indemnifications.

8.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall

not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

8.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

8.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

9. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

10. Amendment, Supplementation or Termination. This Interlocal Agreement may be amended, supplemented or terminated upon the agreement of the County and the City. Any amendment, supplement or termination shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any

subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 8th day of September, 1992.

Attest:

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

\_\_\_\_\_  
Clerk to the Board

By \_\_\_\_\_

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By \_\_\_\_\_  
Richard S. Lowry  
Deputy Prosecuting Attorney

Attest:

City OF Battle Ground

By Frank Deshields

Approved as to Form Only

By [Signature]  
City Attorney



EXHIBIT "A"

ORDINANCE NO. 1990-04-18

AN ORDINANCE relating to solid waste; designating the disposal system for certain solid wastes either collected, or remaining following recycling, within the unincorporated area of Clark County; declaring penalties and other remedies; approving an interlocal agreement with cities within Clark County; and providing for effective dates.

WHEREAS, RCW 36.58.040 provides for the establishment by the legislative authority of a county, of a system of solid waste handling, and authorizes counties to designate solid waste disposal sites pursuant to and consistent with the Solid Waste Management Plan; and

WHEREAS, pursuant to RCW 36.58.090, the County has negotiated, and is now entering into, a contract with Tidewater Barge Lines, Inc., to provide recycling, transfer, transport and out-of-county disposal of Clark County solid waste for a twenty-year period; and

WHEREAS, the public health and safety of the citizens of Clark County require that solid waste be recycled, handled and disposed of safely and efficiently in a manner consistent with applicable environmental and public health laws; and

WHEREAS, the inclusion within the County's solid waste system of certain waste from cities is necessary and appropriate; and

WHEREAS, the Board of County Commissioners have considered this ordinance at a duly advertised public hearing and concludes

that its adoption would be in the best public interest; now, therefore,

BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, as follows:

Section 1. Definitions. As used in this ordinance, the following definitions shall apply:

(1) "City" means a city or town within Clark County, Washington.

(2) "County" means Clark County, Washington.

(3) "County transfer station" means a solid waste transfer station located within and operated pursuant to a contract with the County.

(4) "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

(a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;

(b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or

- (c) is designated a "dangerous waste" or "extremely hazardous waste" by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Ordinance within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

(5) "Recycling facility" means a facility which separates, transforms or manufactures solid waste received from the public or other third party solid waste generators into usable or marketable materials for reuse or resale rather than disposal by landfilling or incineration:

(6) "Residual waste" means solid waste received by a recycling facility which is not separated, transformed or manufactured into usable or marketable material.

(7) "Solid waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

Section 2. County Transfer Stations Designated. The County Transfer Stations are hereby designated as the initial disposal

site for, and the referenced collection companies or recycling facilities are hereby directed to utilize said transfer stations for the following solid wastes:

(1) Solid waste, including recyclable material, collected in the unincorporated area of the County by private handlers pursuant to a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; PROVIDED that the foregoing shall not apply to solid waste collected by Ted's Sanitary Service in the unincorporated area of the County in the vicinity of La Center, Washington.

(2) Solid waste which is residual waste remaining from a recycling facility located within the unincorporated area of the County.

(3) Residential recyclable material collected pursuant to a contract with the County under RCW 36.58.040 or a contract with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

Section 3. Rules. Subject to County approval, the operator of a county transfer station may impose necessary and appropriate rules governing, and charge tipping fees for, the disposal thereat of solid waste. Collectors and recycling facilities subject to Section 2, and other persons using the transfer stations, shall comply with those rules and pay the applicable tipping fee.

Section 4. Remedies.

(1) The violation of the provisions of this ordinance shall

constitute a misdemeanor punishable by a fine not to exceed five thousand dollars (\$5,000.00) and/or imprisonment in jail not to exceed 365 days.

(2) The above penalty shall not be exclusive. In addition thereto a violation of the provisions of this ordinance shall be grounds for revocation of licenses and permits, damages, injunctive relief and such other remedies or actions as may be appropriate to carry out the purposes of this ordinance.

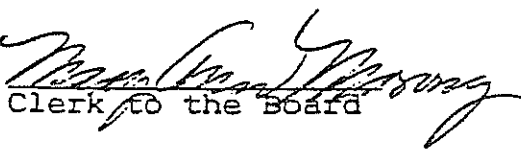
Section 5. Interlocal agreement. The Board of County Commissioners hereby authorizes its chair to execute on behalf of the County the attached interlocal agreement with any city.

Section 6. Effective dates. Sections 1-4 of this Ordinance shall be effective during calendar years 1992 through 2011.

Section 7. Codification. Sections 1-4 and 6 shall be codified as a new chapter in Title 9 of the Clark County Code, to be entitled: "Solid Waste Disposal."

ADOPTED this 11 day of April, 1990.

ATTEST:

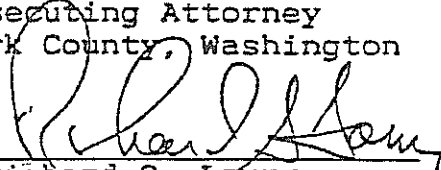
  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By:   
David S. Sturdevant, Chairman

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney  
Clark County, Washington

By: \_\_\_\_\_  
John S. McKibbin, Commissioner

By:   
Richard S. Lowry  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
John C. Magnano, Commissioner



SW92-27

## INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE CITY OF CAMAS UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply:

INTERLOCAL AGREEMENT - 1

1.1 "Certain Solid Waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City or City Contractor.

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) "Certain Solid Waste" does not include:

(1) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means City of Camas.

1.3 "City Contractor" means any agency, business or service operated by a person pursuant to a contract with the City for the purposes of the collection of Certain Solid Waste.

1.4 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.5 "Contract" means the "Contract Regarding Solid Waste, Recycling, Transfer, Transport and Out-Of-County Disposal between Clark County, Washington and Tidewater Barge Lines, Inc. dated April 11, 1990" and as amended.

1.6 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or

INTERLOCAL AGREEMENT - 2



the Oregon State Department of Environmental Quality and that now or hereafter:

(a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;

(b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or

(c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.7 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

1.8 "System" means all facilities for solid waste handling provided by the County, either directly or by contract

INTERLOCAL AGREEMENT - 3

with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For the term of this agreement the County shall be responsible for the disposal of solid waste generated within the City to the extent provided in the Solid Waste Management Plan and to the extent provided by this agreement.

3. Term of Agreement. The term of this agreement is for the calendar years 1992 through 2011. This agreement may be canceled during this term by either party by the providing of six months written advance notification of such intent to cancel to the other party. No obligation or liability accrues to either party as a result of such cancellation.

4. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions, as approved by Camas, for the management of solid waste generated in the City.

5. Recycling and Waste Reduction Program. The City shall establish and maintain a recycling and waste reduction program in compliance with ORS 459.305 as amended and regulations promulgated thereunder and shall comply with all other applicable provisions of

INTERLOCAL AGREEMENT - 4

Oregon law or the law of any other jurisdiction in which the disposal site is located. Said recycling and waste reduction program is the sole responsibility of City.

6. City Designation of County System for Solid Waste Disposal. The City shall designate the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. The site so designated by the County shall be the disposal site or transfer station closest to the City of Camas. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

7. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

8. Contracts with Vendors; No City Obligation.

8.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's

INTERLOCAL AGREEMENT - 5

designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

8.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

9. Tip Fee. The tip fee paid by the City or by City Contractor for the disposal of Certain Solid Waste under this agreement shall be as described in Article 10, "Tipping Fees and Contractor Compensation" of the Contract. The tip fee shall be adjusted and modified as described in that Contract and as modified below.

9.1. The tip fee paid by the City for 1992 shall be as given in Exhibit "B". The components of the Miscellaneous Solid Waste Program Expenses item given in Exhibit "B" are listed in Exhibit "C". Prior solid waste costs and the portion of those costs attributable to programs to be utilized by Camas are shown in Exhibit "D".

9.2. Other costs. The City shall pay its proportional share of other solid waste program costs. The City shall actively participate in the development of the solid waste program and shall

INTERLOCAL AGREEMENT - 6

only be responsible for costs of programs which the City approves. The City is not responsible to pay for programs that the City does not approve, and the County is not responsible to provide services for which the City does not pay its proportionate share. These costs are generally shown in the attached Exhibit "D".

10. Tip Fee - Other City Users. The tip fee paid for the disposal of Solid Waste by "self-haulers", i.e., waste not delivered in City trucks or by City Contractor shall be the same as that charged to all similar non-city users. The provisions of Section 9 of this agreement "Tip Fee" shall not apply to these classes of users.

11. Additional Transfer Stations Sitings Study. Section 2.1.3 of the specifications to the contract allows for a study of a possible East County transfer station. County hereby agrees to commence this study no later than July 1, 1992 and to complete it no later than December 1, 1992. The cost of this transfer station siting study shall be borne by the solid waste fund.

12. Method of Payment. All costs associated with this agreement shall be paid directly by the City of Camas to Tidewater Barge Lines. The method and terms of payment shall be as negotiated between the City and Tidewater Barge Lines. The County will notify the City as to the amount of such payment, i.e. Tip Fee, and the City shall be given at least 60 days notification prior to any proposed change in that fee.

13. Indemnifications.

INTERLOCAL AGREEMENT - 7

13.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interest. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

13.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

13.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

14. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

15. Amendment or Supplementation. This Interlocal Agreement may be amended or supplemented upon the agreement of the County and

INTERLOCAL AGREEMENT - 8

the City. Any amendment or supplement shall be in writing, signed by the authorized officers of the County and the City.

16. Miscellaneous.

16.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

16.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 8<sup>th</sup> day of April 1992.

Attest:

James Richard  
Clerk to the Board

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By Richard S. Lowry  
Richard S. Lowry  
Chief Civil Deputy  
Prosecuting Attorney

Attest: [Signature]  
By [Signature]  
City Clerk

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By Barbara Nutley  
Barbara Nutley, Chairman

City of Spokane  
By [Signature]  
Mayor

Approved as to Form Only

By \_\_\_\_\_  
City Attorney

INTERLOCAL AGREEMENT - 9





INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE AS FOLLOWS:

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(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means the city or town located within Clark County executing this Interlocal Agreement.

1.3 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.4 "County" means Clark County, Washington.

1.5 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

INTERLOCAL AGREEMENT - 2

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

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2. Responsibility for Solid Waste Disposal. For calendar  
INTERLOCAL AGREEMENT - 3

years 1992 through 2011, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in the City.

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5. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request

INTERLOCAL AGREEMENT - 4

of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

6. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan.

7. Contracts with Vendors; No City Obligation.

7.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

7.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

8. Indemnifications.

INTERLOCAL AGREEMENT - 5

8.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interest. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

8.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

8.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

9. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

10. Amendment, Supplementation or Termination. This Interlocal Agreement may be amended, supplemented or terminated

INTERLOCAL AGREEMENT - 6

upon the agreement of the County and the City. Any amendment, supplement or termination shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 22<sup>nd</sup> day of May, 1991.

Attest:

Mr. B. McBeal  
Deputy Clerk to the Board

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By Richard S. Lowry  
Richard S. Lowry  
Chief Civil Deputy  
Prosecuting Attorney

Attest:

By John City Clerk  
John City Clerk

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By John C. Magnano  
John C. Magnano, Chairman

City of LA CENTER  
By Richard S. Lowry  
Mayor

Approved as to Form Only

By John City Attorney  
John City Attorney

INTERLOCAL AGREEMENT - 7





SW 91-110

INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply:

INTERLOCAL AGREEMENT - 1

1.1 "Certain Solid Waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means the city or town located within Clark County executing this Interlocal Agreement.

1.3 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.4 "County" means Clark County, Washington.

1.5 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

INTERLOCAL AGREEMENT - 2

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

1.7 "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For calendar

years 1992 through 2011, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in the City.

4. City Designation of County System for Solid Waste Disposal. The City shall designate the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. This designation of the County System shall continue in full force and effect for calendar years 1992 through 2011. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

5. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request

INTERLOCAL AGREEMENT - 4

of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

6. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan.

7. Contracts with Vendors: No City Obligation.

7.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

7.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

8. Indemnifications.

INTERLOCAL AGREEMENT - 5

8.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interest. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

8.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

8.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

9. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

10. Amendment, Supplementation or Termination. This Interlocal Agreement may be amended, supplemented or terminated

INTERLOCAL AGREEMENT - 6

upon the agreement of the County and the City. Any amendment, supplement or termination shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 7 day of August, 1991.

Attest:

Kevin Richards  
Clerk to the Board

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By Richard S. Lowry  
Richard S. Lowry  
Chief Civil Deputy  
Prosecuting Attorney

Attest:

By Handwritten Signature  
City Clerk

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By John C. Magnano  
John C. Magnano, Chairman

City of Richfield  
By Handwritten Signature  
Mayor

Approved as to Form Only

By \_\_\_\_\_  
City Attorney

INTERLOCAL AGREEMENT - 7





SW 90-1

INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling, and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal

Agreement, the following definitions shall apply.

1.1 "Certain solid waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means the city or town located within Clark County executing this Interlocal Agreement.

1.3 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.4 "County" means Clark County, Washington.

1.5 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States

Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

INTERLOCAL AGREEMENT - 3

1.7. "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For calendar years 1992 through 2011, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in the City.

4. City Designation of County System for Solid Waste Disposal. The City shall designate the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. This designation of

the County System shall continue in full force and effect for calendar years 1992 through 2011. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

5. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

6. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan.

7. Contracts with Vendors; No City Obligation.

7.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's designation of the County as the entity with

responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

7.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

8. Indemnifications.

8.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall

not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

8.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

8.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

9. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

10. Amendment, Supplementation or Termination. This Interlocal Agreement may be amended, supplemented or terminated upon the agreement of the County and the City. Any amendment, supplement or termination shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any

subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 11 day of April, 1990.

Attest:

Margaret Moring  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By David W. Sturdevant  
David W. Sturdevant, Chairman

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By Richard S. Lowry  
Richard S. Lowry  
Deputy Prosecuting Attorney

Attest:

By David G. Vial  
David G. Vial, Deputy City Clerk

City OF Vancouver

By Bruce E. Hagensen  
Bruce E. Hagensen, Mayor

Approved as to Form Only

By Jerry F. King  
City Attorney,  
Jerry F. King

INTERLOCAL AGREEMENT - 8



INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling, and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, in order to successfully develop and finance the County's Solid Waste Disposal System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System and to authorize the County to designate disposal sites for the disposal of certain solid waste (as defined herein) generated within the corporate limits of the City; now, therefore,

CLARK COUNTY AND THE UNDERSIGNED CITY UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal

Agreement, the following definitions shall apply.

1.1 "Certain solid waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means the city or town located within Clark County executing this Interlocal Agreement.

1.3 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.4 "County" means Clark County, Washington.

1.5 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States

INTERLOCAL AGREEMENT - 2

Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- (a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- (b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- (c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.6 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

1.7 "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For calendar years 1992 through 2011, the County shall be responsible for the disposal of solid waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan.

3. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in the City.

4. City Designation of County System for Solid Waste Disposal. The City shall designate the County System for the disposal of certain solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. This designation of

the County System shall continue in full force and effect for calendar years 1992 through 2011. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

5. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste.

6. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan.

7. Contracts with Vendors; No City Obligation.

7.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's designation of the County as the entity with

responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

7.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

8. Indemnifications.

8.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall

not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of hazardous waste, or other activities under the control of the City.

8.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

8.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

9. Duration. This Interlocal Agreement shall continue to be in full force and effect through calendar year 2011, unless terminated as described in the following paragraph.

10. Amendment, Supplementation or Termination. This Interlocal Agreement may be amended, supplemented or terminated upon the agreement of the County and the City. Any amendment, supplement or termination shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any

subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 1<sup>st</sup> day of June, ~~1990~~ 1991.

Attest:

*16/ptg*  
*[Signature]*  
Clerk to the Board

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

By *[Signature]*  
Richard S. Lowry  
Senior Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By *[Signature]*  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
John C. Magnano, Chairman

Attest:

By *[Signature]*  
City Clerk

Approved as to Form Only

By \_\_\_\_\_  
City Attorney

City of *Yacolt, WA*

By *[Signature]*  
Mayor

INTERLOCAL AGREEMENT - 8



## INTERLOCAL AGREEMENT

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County (the "County") to be responsible for the selection of sites and a method for the disposal of solid waste generated within the County; and

WHEREAS, the County has selected a Vendor to provide certain solid waste handling services, including development of local facilities (the "facilities") for the receipt, recycling and containerizing for out-of-county disposal of solid waste generated within certain cities and towns and within unincorporated areas of the County; and

WHEREAS, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the County Solid Waste Disposal System now, therefore,

CLARK COUNTY AND THE CITY OF WASHOUGAL UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply:

1.1 "Certain Solid Waste" means:

(a) Solid waste, including recyclable material, collected within the City by the City or City Contractor.

(b) Solid waste which is the residual waste remaining from a recycling facility located within the City; and

(c) "Certain Solid Waste" does not include:

(1) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

1.2 "City" means City of Washougal.

1.3 "City Contractor" means any agency, business or service operated by a person pursuant to a contract with the City for the purposes of the collection of Certain Solid Waste.

1.4 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.

1.5 "Contract" means the "Contract Regarding Solid Waste, Recycling, Transfer, Transport and Out-Of-County Disposal between Clark County, Washington and Tidewater Barge Lines, Inc. dated April 11, 1990" and as amended.

1.6 "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

(a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;

(b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or

(c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste onto so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

1.7 "Solid Waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

1.8 "System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "System" includes all sites designated by the County for the receipt or disposal of solid waste.

2. Responsibility for Solid Waste Disposal. For the term of this agreement the County shall be responsible for the disposal of solid waste generated within the City to the extent provided in the

Solid Waste Management Plan, this agreement, as appropriate within local, state and Federal laws.

3. Term of Agreement. The term of this agreement is for the calendar years 1994 through 2011. This agreement may be canceled during this term by either party by the providing of six months written advance notification of such intent to cancel to the other party. No obligation or liability accrues to either party as a result of such cancellation.

4. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions, as approved by Washougal, for the management of solid waste generated in the City.

5. Recycling and Waste Reduction Program. The City shall establish and maintain a recycling and waste reduction program in compliance with ORS 459.305 as amended and regulations promulgated thereunder and shall comply with all other applicable provisions of Oregon law or the law of any other jurisdiction in which the disposal site is located. Said recycling and waste reduction program is the sole responsibility of City.

6. City Designation of County System for Solid Waste Disposal. The City has designated through its own selection process, as did the County, Columbia Resource Company (CRC)

(formerly Tidewater Barge Lines, Inc.) for the disposal of solid waste (as hereinabove defined) generated within the corporate limits of the City, and shall authorize the County to designate a disposal site or sites for the disposal of such solid waste. The site so designated by the County shall be the disposal site or transfer station closest to the City. The designation of the County in this section shall not reduce or otherwise affect the City's control over solid waste collection as permitted by applicable state law.

7. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance substantially in the form attached hereto as Exhibit "A" as modified to be applicable within the City. Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of solid waste. It is specially noted that the City's current disposal contract with Columbia Resource Company (formerly Tidewater Barge Lines, Inc.) and existing contracts with Evergreen Waste System, Inc. will not be effected by this agreement.

8. Contracts with Vendors: No City Obligation.

8.1 The County may at its discretion enter into a contract or contracts with a Vendor to provide solid waste handling services. The City acknowledges that in entering into such an agreement with the Vendor, the County may rely on the City's

designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating solid waste disposal sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.

8.2 The City shall not be obligated, directly or indirectly, for the collection or delivery of any specified quantity of solid waste to a solid waste disposal site designated by the County. No contract between the County and a Vendor shall purport to create any general obligation or special fund or utility obligation of the City.

9. Indemnifications.

9.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the System, and the right to settle those claims, recognizing that all costs incurred by the County thereby are System costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interest. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of the City's collection of solid waste, the operation of motor vehicles in connection with the System, the disposal or attempted disposal of

hazardous waste, or other activities under the control of the City.

9.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.

9.3 For purposes of this section, reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

10. Amendment of Supplementation. The Interlocal Agreement may be amended or supplemented upon the agreement of the County and the City. Any amendment or supplement shall be in writing, signed by the authorized officers of the County and the City.

11. Miscellaneous.

11.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

11.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

THIS INTERLOCAL AGREEMENT has been executed by the parties shown below and is dated as of the 5 day of August 1994.

Attest:

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

*Kevin Richards*  
Clerk to the Board

By *John C. Magnano*  
John Magnano, Chair

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney

CITY OF WASHOUGAL

By *Richard S. Lowry*  
Richard S. Lowry  
Chief Civil Deputy  
Prosecuting Attorney

By *Charles Cunningham*  
Mayor

Attest:

Approved as to Form Only

By *Christine L. Leonard*  
City Clerk

By *Donald J. English*  
City Attorney



EXHIBIT "A"

ORDINANCE NO. 1990-04-18

AN ORDINANCE relating to solid waste; designating the disposal system for certain solid wastes either collected, or remaining following recycling, within the unincorporated area of Clark County; declaring penalties and other remedies; approving an interlocal agreement with cities within Clark County; and providing for effective dates.

WHEREAS, RCW 36.58.040 provides for the establishment by the legislative authority of a county, of a system of solid waste handling, and authorizes counties to designate solid waste disposal sites pursuant to and consistent with the Solid Waste Management Plan; and

WHEREAS, pursuant to RCW 36.58.090, the County has negotiated, and is now entering into, a contract with Tidewater Barge Lines, Inc., to provide recycling, transfer, transport and out-of-county disposal of Clark County solid waste for a twenty-year period; and

WHEREAS, the public health and safety of the citizens of Clark County require that solid waste be recycled, handled and disposed of safely and efficiently in a manner consistent with applicable environmental and public health laws; and

WHEREAS, the inclusion within the County's solid waste system of certain waste from cities is necessary and appropriate; and

WHEREAS, the Board of County Commissioners have considered this ordinance at a duly advertised public hearing and concludes

that its adoption would be in the best public interest; now, therefore,

BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, as follows:

Section 1. Definitions. As used in this ordinance, the following definitions shall apply:

(1) "City" means a city or town within Clark County, Washington.

(2) "County" means Clark County, Washington.

(3) "County transfer station" means a solid waste transfer station located within and operated pursuant to a contract with the County.

(4) "Hazardous waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

(a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;

(b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or

(c) is designated a "dangerous waste" or "extremely hazardous waste" by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Ordinance within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

(5) "Recycling facility" means a facility which separates, transforms or manufactures solid waste received from the public or other third party solid waste generators into usable or marketable materials for reuse or resale rather than disposal by landfilling or incineration:

(6) "Residual waste" means solid waste received by a recycling facility which is not separated, transformed or manufactured into usable or marketable material.

(7) "Solid waste" means solid waste as defined by RCW 70.95.030 with the exception of hazardous waste.

Section 2. County Transfer Stations Designated. The County Transfer Stations are hereby designated as the initial disposal

site for, and the referenced collection companies or recycling facilities are hereby directed to utilize said transfer stations for the following solid wastes:

(1) Solid waste, including recyclable material, collected in the unincorporated area of the County by private handlers pursuant to a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; PROVIDED that the foregoing shall not apply to solid waste collected by Ted's Sanitary Service in the unincorporated area of the County in the vicinity of La Center, Washington.

(2) Solid waste which is residual waste remaining from a recycling facility located within the unincorporated area of the County.

(3) Residential recyclable material collected pursuant to a contract with the County under RCW 36.58.040 or a contract with the Washington State Utilities and Transportation Commission under RCW 81.77.150.

Section 3. Rules. Subject to County approval, the operator of a county transfer station may impose necessary and appropriate rules governing, and charge tipping fees for, the disposal thereat of solid waste. Collectors and recycling facilities subject to Section 2, and other persons using the transfer stations, shall comply with those rules and pay the applicable tipping fee.

Section 4. Remedies.

(1) The violation of the provisions of this ordinance shall

constitute a misdemeanor punishable by a fine not to exceed five thousand dollars (\$5,000.00) and/or imprisonment in jail not to exceed 365 days.

(2) The above penalty shall not be exclusive. In addition thereto a violation of the provisions of this ordinance shall be grounds for revocation of licenses and permits, damages, injunctive relief and such other remedies or actions as may be appropriate to carry out the purposes of this ordinance.

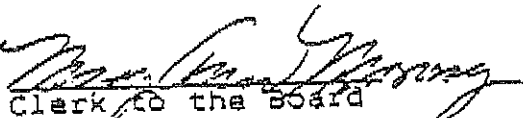
Section 5. Interlocal agreement. The Board of County Commissioners hereby authorizes its chair to execute on behalf of the County the attached interlocal agreement with any city.

Section 6. Effective dates. Sections 1-4 of this Ordinance shall be effective during calendar years 1992 through 2011.

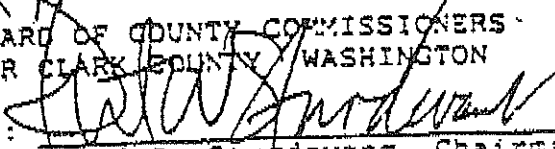
Section 7. Codification. Sections 1-4 and 6 shall be codified as a new chapter in Title 9 of the Clark County Code, to be entitled: "Solid Waste Disposal."

ADOPTED this 11 day of April, 1990.

ATTEST:

  
Clerk to the Board

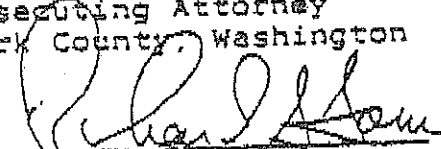
BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

By:   
David S. Sturdevant, Chairman

Approved as to Form Only  
ARTHUR D. CURTIS  
Prosecuting Attorney  
Clark County, Washington

By: John S. McKibbin, Commissioner

By: John C. Magnano, Commissioner

By:   
Richard S. Lowry  
Deputy Prosecuting Attorney

ORDINANCE - 5

